



1 JUDGE RILEY: Pursuant to the direction of the  
2 Illinois Commerce Commission, I call Docket No.  
3 06-0755. This is a complaint by Michele D. Howard  
4 versus Peoples Gas, Light, and Coke Company as to  
5 incorrect billing in Chicago, Illinois.

6 Ms. Howard, you are proceeding without  
7 counsel at this point; is that correct?

8 MS. HOWARD: That is correct.

9 JUDGE RILEY: And your current residence is at  
10 1717 West Garfield Boulevard in Chicago?

11 MS. HOWARD: That is my primary residence.

12 JUDGE RILEY: Thank you.

13 Mr. Goldstein, would you enter your  
14 appearance for Peoples Gas.

15 MR. GOLDSTEIN: Yes. On behalf of Peoples Gas,  
16 Light, and Coke Company, Mark L. Goldstein,  
17 108 Wilmot Road, Suite 330, Deerfield, Illinois,  
18 60015, my telephone number 847-580-5480. I have  
19 with me today John Reardon of Peoples Gas.

20 JUDGE RILEY: Okay. First thing I want to do,  
21 Ms. Howard, is -- this is a pre-hearing conference  
22 so we'll not obviously be taking evidence or

1 testimony at this time.

2 MS. HOWARD: Okay.

3 JUDGE RILEY: I want you to be able to speak  
4 freely. I need to have a little bit clearer  
5 understanding of your complaint. I guess my initial  
6 source of confusion is that you say you live at 1717  
7 West Garfield.

8 MS. HOWARD: That is my mailing address, that is  
9 my home that is, but I do not stay there. I mean, I  
10 live there, but I actually haven't spent a night  
11 there since the end of September of last year.

12 JUDGE RILEY: That is actually why you call it a  
13 vacant piece of property; is that correct?

14 MS. HOWARD: That is why I call it vacant because  
15 no one's residing -- no one is physically staying at  
16 the property. I go to the property on a daily  
17 basis, but I do not sleep there.

18 JUDGE RILEY: I see. So it's pretty much an  
19 empty apartment?

20 MS. HOWARD: There's two empty apartments. First  
21 floor apartment has been empty for three year now.

22 JUDGE RILEY: Is it a building that you own --

1 MS. HOWARD: Yes. It's a two-flat. Yes.

2 JUDGE RILEY: -- empty?

3 What happened that gave rise to this  
4 complaint? Both units are empty; is that correct?

5 MS. HOWARD: My belongings are on the second  
6 floor and are in the second floor apartment. Okay.  
7 That is my mailing address. That is my home, but I  
8 stay with my significant other.

9 JUDGE RILEY: All right. And no one's renting  
10 the apartment?

11 MS. HOWARD: I have not rented that apartment in  
12 almost -- it will be three years in February. I  
13 tried to rent it once but the person didn't stay  
14 because they had to pay their own gas.

15 JUDGE RILEY: Okay. Now you said that you had  
16 scheduled a meter reading there back in February.

17 MS. HOWARD: Well, I was paying on the gas  
18 service at that apartment because I didn't want the  
19 gas cut off. I wanted to be able to make sure that  
20 people would stay.

21 JUDGE RILEY: Are we talking about just the  
22 second floor?

1 MS. HOWARD: The building.

2 JUDGE RILEY: The building? So is it one meter?

3 MS. HOWARD: There's two meters.

4 JUDGE RILEY: They're separately -- each unit is

5 separately metered?

6 MS. HOWARD: Second floor meter where I was

7 residing and a building meter for the heating only.

8 JUDGE RILEY: Is the first floor separately

9 metered?

10 MS. HOWARD: It is, but it's been off for a good

11 three years.

12 JUDGE RILEY: So you are not complaining about

13 the first floor?

14 MS. HOWARD: First floor I have no concerns with.

15 JUDGE RILEY: It's the second floor meter?

16 MS. HOWARD: Second floor in the building.

17 JUDGE RILEY: Building meter does that heat just

18 the stairwell?

19 MR. HOWARD: It heats the two floors. It heats

20 the two apartments.

21 JUDGE RILEY: Okay.

22 MS. HOWARD: There's a hot water boiler in the

1 basement that heats the whole building --

2 JUDGE RILEY: Okay.

3 MS. HOWARD: -- that's on the building account.

4 JUDGE RILEY: So it's a single meter? This is

5 what I'm confused about. There's just one meter in

6 the building there?

7 MS. HOWARD: There's three meters in the

8 building. There is a building meter which is

9 where -- which is the heating of the whole

10 building --

11 JUDGE RILEY: All right.

12 MS. HOWARD: -- there's a first floor meter,

13 which has not been used in about three years now --

14 JUDGE RILEY: Right.

15 MS. HOWARD: -- and there is a second floor

16 meter.

17 JUDGE RILEY: Why are there separate meters for

18 the first and second floor if the building meter

19 held the hot --

20 MS. HOWARD: The hot water and cooking gas is on

21 the second floor meter and the first floor meter.

22 Okay. The tenant would pay their own hot water and

1 cooking and I would pay my own hot water and cooking  
2 as well. I have a separate meter for the building.

3 JUDGE RILEY: So what we're talking about is a  
4 second floor meter and a building meter?

5 MR. HOWARD: Those are the two. Those are the  
6 two, yes.

7 JUDGE RILEY: And you scheduled a meter reading.  
8 Was that for both of them?

9 MS. HOWARD: Yes.

10 JUDGE RILEY: How do you know it was wrong?

11 MS. HOWARD: The meter reading was charged to my  
12 account. The meter reader and -- I went in the  
13 basement with the meter reader. I was with him. He  
14 showed me how -- he was trying to teach me how to  
15 read the meter. I marked down on the last bill I  
16 had received what the readings were. I was able to  
17 see that they owed me -- that they had overestimated  
18 what was being used, but I already knew that because  
19 I wasn't staying in the apartment.

20 JUDGE RILEY: So they sent you a reading based  
21 upon an estimate after they had taken an actual  
22 reading?

1 MS. HOWARD: No. They had been sending estimated  
2 readings since like April of '04, and they sent --  
3 okay. I was paying the bill, because I didn't want  
4 the gas cut off at the residence, but the bills  
5 started to get up there. Based on their estimations  
6 and instead of paying huge bills for gas that I knew  
7 wasn't being used, I scheduled a meter reading  
8 February 13th. The guy came out. He read the meter  
9 on February 13th. I had the last bills in hand, the  
10 last two bills that I received for both meters in  
11 hand. We went -- we looked at the next meter. He  
12 read the meter. I wrote on the bill what the  
13 readings were, so I knew that I was entitled to a  
14 refund --

15 JUDGE RILEY: Okay.

16 MS. HOWARD: -- because I hadn't used what they  
17 had estimated me as using.

18 When I put -- when the guy put the  
19 meter, I called back because I hadn't heard in a few  
20 days, like in a couple of weeks, how much, you know,  
21 my bills were going, how much they owed me. Okay.  
22 They were able to tell me what they owed me on the



1 second floor account, but the first floor, the  
2 building account, the one where they really owed me  
3 a lot of money, they said that they had problems or  
4 difficulties with that account.

5 JUDGE RILEY: So they --

6 MS. HOWARD: When --

7 JUDGE RILEY: Did they ever tell you what those  
8 problems or difficulties were?

9 MS. HOWARD: When they receive a reading that's  
10 substantially under what they had estimated, they  
11 freeze it. They don't put it right into the system.  
12 They somehow investigate it, and, in my case, they  
13 come up with some erroneous figures in place of  
14 figures that were there.

15 JUDGE RILEY: Okay. And that resulted in a bill  
16 for \$4,131.51?

17 MS. HOWARD: That results in an erroneous bill,  
18 yes.

19 JUDGE RILEY: Mr. Goldstein, what is Peoples'  
20 response to that?

21 MR. GOLDSTEIN: The \$4,131 bill was based upon  
22 approximately 22 months of gas usage. That gas

1 usage was, as Ms. Howard has said, was based on  
2 estimated bills. This is a Rate 1 account, Judge,  
3 and --

4 JUDGE RILEY: What is a Rate 1 account?

5 MR. GOLDSTEIN: This account is a Rate 1 account.

6 JUDGE RILEY: What does Rate 1 mean?

7 MR. GOLDSTEIN: Residential account.

8 JUDGE RILEY: Thank you.

9 MR. GOLDSTEIN: And because of that, the company  
10 could only go back and provide estimated bills for  
11 12 months. The company went back, and based upon  
12 actual reads, one in 2004, April of 2004, and the  
13 one in February of 2006 the bill was adjusted going  
14 back only one year with a balloon bill, and so the  
15 amount that's actually owed on the account is not  
16 26, is not 4100, but approximately 26 -- \$2700, so  
17 she was, in effect, given approximately a \$1400  
18 credit for those months where the estimated bills  
19 were beyond that 12-month period under which Peoples  
20 is allowed to go back and provide estimated billing  
21 to customers.

22 JUDGE RILEY: Okay. So is it my understanding

1 that Peoples went back -- they did go back all the  
2 way -- all the way back to April '04?

3 MR. GOLDSTEIN: Correct.

4 JUDGE RILEY: They went back to --

5 MR. GOLDSTEIN: Approximately February or March  
6 of --

7 JUDGE RILEY: -- '05.

8 MR. GOLDSTEIN: -- '05 and billed forward, from  
9 that date forward, based upon what they knew were --  
10 was the actual read and in April of '04 versus the  
11 actual read in February of '06 --

12 JUDGE RILEY: So having used a reading --

13 MR. GOLDSTEIN: -- as --

14 JUDGE RILEY: -- actual reading of April '04,  
15 they used that to begin an estimate again in  
16 February of '05 or did they do an actual reading of  
17 February '05?

18 MR. GOLDSTEIN: There was no actual reading in  
19 '05 I don't believe.

20 MR. REARDON: No.

21 Next reading was February 7th of '06.  
22 That's what she said when we changed the meter.

1 JUDGE RILEY: So between April of '04 and  
2 February of '06 there was no actual reading?

3 MR. GOLDSTEIN: That's correct. That's correct.  
4 That's the reason that Ms. Howard's account was  
5 adjusted.

6 JUDGE RILEY: But on residential accounts you are  
7 saying they are only going back 12 months?

8 MR. GOLDSTEIN: That's correct. What happened  
9 was since there were estimated reads in-between  
10 those, that period of time between April of '04 and  
11 February of '06, that had to be adjusted based upon  
12 the actual read that occurred in February of '06.

13 JUDGE RILEY: So they went back a 12-month period  
14 and re-estimated based on that actual reading?

15 MR. GOLDSTEIN: That's correct. Ms. Howard's  
16 account got credited for that 14 or \$1500 difference  
17 and she received then a balloon bill for what the  
18 company believed was an underestimation of rather  
19 than Ms. Howard's claim of overestimation billing.

20 JUDGE RILEY: I'm confused. If you said on the  
21 one hand she was given a credit and the other hand  
22 she was given a balloon bill --

1 MR. GOLDSTEIN: Well, because when you go back  
2 and look at the actual read versus actual read,  
3 Judge, those dollars -- the difference between those  
4 dollars -- the estimate for those dollars was less  
5 than the actual usage, so the bill has had to be  
6 increased by an amount to cover the difference and  
7 that's where the balloon bills comes in.

8 JUDGE RILEY: Do you have an understanding what  
9 they're saying?

10 MS. HOWARD: It's incorrect.

11 JUDGE RILEY: It's not very difficult to follow.

12 MS. HOWARD: Here it's incorrect.

13 MR. GOLDSTEIN: I think the problem when  
14 Ms. Howard was out there with the meter reader and  
15 going through, she was present with the meter reader  
16 as I understand it. I obviously have not talked to  
17 the meter reader.

18 MS. HOWARD: Is he allowed to say this, Judge?

19 JUDGE RILEY: Yes.

20 MS. HOWARD: When I scheduled the meter reading,  
21 I also scheduled a replacement of the meter so that  
22 they could drive by and just automatically take a

1 meter reading, and that was scheduled for February  
2 27th. The meter reader that came out -- there's a  
3 lot of info here to prove my case right now --

4 JUDGE RILEY: I understand.

5 MS. HOWARD: -- so I don't know how much I should  
6 say, because I don't want them to go back and try to  
7 change --

8 JUDGE RILEY: No, I want you to speak freely  
9 under any circumstances.

10 MS. HOWARD: But if I tilt my hand and see what  
11 all the proof I have against them, they can go back  
12 and review it in the time between now and the  
13 hearing.

14 JUDGE RILEY: I don't know quite what the  
15 response to make to that.

16 MR. GOLDSTEIN: Let me say this. It appears to  
17 us that when there was this -- when the meter reader  
18 went out on February 13 of '06 to read the meter and  
19 to discuss this with Ms. Howard present, I don't  
20 know exactly what happened, you know, in that  
21 conversation, but whatever the meter reader said and  
22 pointed out to Ms. Howard was an error and the

1 actual reading was higher than I guess what  
2 Ms. Howard understood the reading to be --

3 MS. HOWARD: No, sir.

4 MR. GOLDSTEIN: -- and that's the problem --

5 MS. HOWARD: Not only --

6 MR. GOLDSTEIN: -- as I see it.

7 MS. HOWARD: Not only on the meter wasn't being  
8 used, when the meter reader came out, he came out,  
9 he, himself -- I'm just saying this because it may  
10 not have no relevance in my mind -- when the meter  
11 reader came out, I brought him through the first  
12 floor apartment and around to the basement and he  
13 made comments about this is a nice building, when  
14 did you buy it, so on, and so forth.

15 Okay. He -- under my mind, I was  
16 thinking he was with me now. Okay. I was  
17 discussing the building with him, so on, and so  
18 forth. We walked through the basement to the meter.  
19 The meter reader was very helpful. We read the  
20 meters together. I wrote down what the meter  
21 readings were on both bills. I have them both in  
22 hand with my pen. I wrote down what the meter

1 readings were on both bills, okay, the meter reader  
2 then said I need to switch these meters out now.  
3 They were scheduled to be switched out on February  
4 27th. That's when I called -- when I set up the  
5 appointment for the meter reading on February 13th.  
6 I set up appointment for February 20th -- I stand  
7 corrected -- for February 20th, a week later to have  
8 that meter switched out because me knowing that I  
9 was -- I'm not there and they're not trying to come  
10 through and read this meter, I want them to read it  
11 more regularly, so they're suppose to do it on the  
12 20th. The meter reader demanded that I let him  
13 switch that meter outright then, so not only did he  
14 put in a bad reading or they changed the reading, he  
15 took the meter with him so I could not prove it.

16 JUDGE RILEY: Which meter are we talking about?  
17 There were three meters.

18 MS. HOWARD: The building meter.

19 JUDGE RILEY: The building meter?

20 MS. HOWARD: He took the building meter with  
21 him --

22 JUDGE RILEY: He took the old one with him?



1 MS. HOWARD: -- so I couldn't prove --

2 JUDGE RILEY: Now when did he take the old meter

3 and replace with the new meter?

4 MS. HOWARD: Not only did he take the old meter

5 and replace it with a new meter, when I finally got

6 billed -- when he put the new meter on there, see

7 I'm right there over his shoulder, he says "Do you

8 know how we bill when we put a new meter in?" I

9 said, "How do you bill?" He said, "If it doesn't

10 calibrate to zero, we take a -- we put the reading

11 in as it is right now. He said, they seldom --

12 "When we put in a new meter, they seldom equal

13 zeross all the way across. We just put in what the

14 reading is on there right now," and that reading --

15 I wrote on the bill as 377 therms, so not only did

16 they start that new meter as if it started at zeros,

17 they charged me like the new meter they put in

18 starting at zero. It did not. It was 377 therms.

19 JUDGE RILEY: Which is what he told you it's

20 going to be.

21 MS. HOWARD: Which is what it was and what it

22 still is.

1 JUDGE RILEY: Three seventy-seven.

2 MS. HOWARD: I haven't used any gas at the  
3 property.

4 JUDGE RILEY: I believe they also installed some  
5 kind of what they call electronic reader  
6 transmitter.

7 MS. HOWARD: When he took the old meter, which  
8 was the one that we read together, he took it with  
9 him. It was --

10 JUDGE RILEY: That's their property. That's  
11 Peoples Gas' property.

12 MS. HOWARD: I was saying I was scheduled to have  
13 it done the 20th, a week later. He demanded that he  
14 take it right then.

15 JUDGE RILEY: That was on the 13th?

16 MS. HOWARD: That was on the 13th.

17 JUDGE RILEY: Did they tell you what the reading  
18 was on the old meter?

19 MS. HOWARD: I wrote it on my bill.

20 JUDGE RILEY: So you have the information that  
21 was on the old meter?

22 MS. HOWARD: When he put in this new meter, he

1 said they started it off -- he said we put in the  
2 new meter they seldom balance out to have zeros all  
3 across.

4 JUDGE RILEY: I understand. I's just 00377,  
5 right?

6 MS. HOWARD: Exactly. And Peoples Energy charged  
7 me. They charged me as if that meter started with  
8 zero. They have -- it has been -- I've been going  
9 through this almost a year, sir, so -- and I'm kind  
10 of upset.

11 JUDGE RILEY: Mr. Goldstein, anything further?

12 MR. REARDON: I would like to say something if  
13 possible.

14 Based upon what you are saying, the new  
15 meter was set at an index of all zeros, which is  
16 what you show on the meter change order that was  
17 issued to completion of the interexchange order.  
18 Now you are saying that that meter was set at an  
19 index of 0377?

20 MS. HOWARD: He told me that was 377 was what I  
21 wrote on the form --

22 MR. REARDON: As set index.

1 MS. HOWARD: -- when it started out with the new  
2 meter.

3 MR. REARDON: Again, from -- at this point we had  
4 other readings on that meter since February. Again,  
5 it's an early meter, so we get readings on a monthly  
6 basis, as most recent, they were all 377 showing  
7 again no consumption on the new meter.

8 What I'll be glad to do is go back in  
9 and check the index of what was available to be set  
10 at on the new meter. If it does -- what I mean by  
11 that, before a meter gets set at the premise, that  
12 meter has to be tested, and when it gets tested, it  
13 says, okay, this is the available index that this  
14 meter should be set at. The start read same day  
15 odometer card this is what the meter starts off  
16 reading. At this point, it might not be all zeros.  
17 As he said, it's probably set at 0377, so if the set  
18 index should have been 0377, yes, I would agree that  
19 what you have been billed for or on the meter from  
20 February up to the time the service was turned off  
21 that needs to be corrected because that would have  
22 been incorrectly billed from the set index of

1 February. The issue here, of course, is what is  
2 being billed to you prior to the meter being  
3 changed.

4 MS. HOWARD: Peoples Gas owes me money. I'm due  
5 a refund on both accounts, on both accounts, and I'm  
6 going to be able to prove how I'm due money.

7 JUDGE RILEY: Okay. Let's --

8 MR. GOLDSTEIN: I think that's where we are at  
9 the moment, Judge. I thought there was only two  
10 meters in the building. I'm a little unclear as to  
11 how many meters are in the building.

12 JUDGE RILEY: I'm not clear.

13 MR. GOLDSTEIN: Three meters?

14 MS. HOWARD: Physically there's three meters in  
15 the building. Only two were active.

16 MR. REARDON: So you had two active accounts at  
17 one time?

18 MS. HOWARD: Exactly.

19 JUDGE RILEY: Of active accounts?

20 MS. HOWARD: The building and second floor.

21 JUDGE RILEY: This is where I'm confused. If you  
22 have separately metered units, what does the

1 building meter --

2 MS. HOWARD: Only gas, only heat.

3 JUDGE RILEY: They're all gas meters?

4 MS. HOWARD: Only heat, only for the furnace.

5 JUDGE RILEY: Only for common areas?

6 MS. HOWARD: For the furnace or all the building.

7 MR. REARDON: I think she means for both first

8 and second floor.

9 MS. HOWARD: Whether it was a tenant or not, the

10 first floor is heat.

11 JUDGE RILEY: Then the meters are installed for

12 individual units themselves, just cooking gas?

13 MS. HOWARD: And hot water, yes.

14 JUDGE RILEY: So to heat the building meters are

15 the heat for the whole building?

16 MS. HOWARD: And that's it.

17 MR. GOLDSTEIN: Now I have a clear understanding,

18 your Honor.

19 Thank you.

20 MS. HOWARD: You are welcome.

21 JUDGE RILEY: Where do we go from here?

22 MR. GOLDSTEIN: I guess --

1 JUDGE RILEY: Does Peoples want to do an  
2 investigation of some kind?

3 MR. GOLDSTEIN: I believe we do, Judge, and based  
4 upon what Ms. Howard has said this morning and what  
5 Mr. Reardon has responded to, I would suggest that  
6 we continue this matter approximately 45 days, let  
7 us do an investigation, have Mr. Reardon contact  
8 Ms. Howard again with what he finds as a result of  
9 his investigation, and see if the matter can be  
10 settled --

11 JUDGE RILEY: Okay.

12 MR. GOLDSTEIN: -- in the meantime.

13 JUDGE RILEY: Now go ahead, please.

14 MS. HOWARD: Your Honor, I make a motion that we  
15 settle this much sooner. I've been going back and  
16 forth with Peoples Energy ever since all along.  
17 Their numbers are still going to be erroneous as  
18 they have been -- hold on, but I'm also worried  
19 because the weather has been favorable enough not as  
20 to allow my pipes to burst. I'm worried about  
21 further just damage at the property, so --

22 JUDGE RILEY: Is the building heated now?

1 MS. HOWARD: It's not heated.

2 MR. GOLDSTEIN: Service is off.

3 MR. REARDON: Service was turned off ear in  
4 September I believe.

5 JUDGE RILEY: Was this done for nonpayment?

6 MR. REARDON: For nonpayment.

7 JUDGE RILEY: I didn't realize that.

8 MR. REARDON: Yes.

9 JUDGE RILEY: We have got a problem. I'm not  
10 going to be in the country for approximately three  
11 weeks in January. What is the amount that they have  
12 to get to stay on?

13 MR. REARDON: A balance 2600. This is \$2700 of  
14 altogether 2694.40 is your balance right now. That  
15 includes again the meter, make sure you understand  
16 that would include any usage of the new meter that's  
17 been incorrectly billed if the index was started  
18 wrong.

19 JUDGE RILEY: Is Peoples saying she's going to  
20 pay the 2600 to get it restored?

21 MR. REARDON: What I offer to her if she was able  
22 to pay a third of the bill right now, even though we



1 are still disputing the rebilling, pay a third of  
2 the bill, we'll restore the service for her, still  
3 continue with the investigation as far as the bill  
4 dispute and we can even at that point set up some  
5 payment plan for the balance and go on with the  
6 investigation from that point.

7 MS. HOWARD: No, sir. Peoples Energy owes me  
8 money.

9 JUDGE RILEY: Ma'am, you can't just make that  
10 claim. It has to be proven.

11 MS. HOWARD: I intend to prove it, but I wish I  
12 could do it sooner than later is all I'm saying.

13 MR. GOLDSTEIN: Judge, in the event that  
14 Ms. Howard is correct, she would -- obviously,  
15 whatever she pays towards that \$2600, the third or  
16 whatever it is that is going to end up being paid,  
17 that would obviously be given back to her.

18 JUDGE RILEY: Okay. That's going to mean --

19 MR. GOLDSTEIN: Obviously --

20 JUDGE RILEY: -- that's going to be an outlay of  
21 about 8 or \$900 to get that service restored. I  
22 don't know.

1       MR. REARDON:   Can I ask how much money can you  
2 pay?

3       MS. HOWARD:   Sir, I'm asking you all to just -- I  
4 can't hide the -- hide the property.   Could you just  
5 turn on my gas until we get this settled?

6       JUDGE RILEY:   Something has to be paid on the  
7 outstanding balance.

8       MS. HOWARD:   But I don't owe one-third.   Sir,  
9 they have even taken my money from the settlement.  
10 They have taken -- I have even paid on the account  
11 so as when I first thought we are going to be able  
12 to settle it peacefully, I was still paying on the  
13 account.

14       JUDGE RILEY:   How much did you pay?

15       MS. HOWARD:   After they messed up the meter  
16 reading, I paid -- on May 19th, I paid 151.24, on  
17 April 7th I paid 149.   I was still paying because I  
18 thought they were going to be able to straighten  
19 this out.

20       JUDGE RILEY:   That was still -- there was still  
21 usage at that time?

22       MS. HOWARD:   There was no usage, your Honor.   No

1 usage. The meter has not moved since they put it in  
2 there and it still will not move much. I'm still  
3 not there. If, in fact, they turn back on the gas,  
4 I wouldn't use it like the gas is finally on. I'm  
5 still not there. I would only turn it on in the  
6 instance that weather got below freezing so that my  
7 pipes wouldn't burst, and even then I wouldn't turn  
8 it on to make it crispy in the apartment. I would  
9 just turn it on so the pipes would not burst.

10 JUDGE RILEY: And, yet, the gas was not shut off  
11 until September. There had to have been some gas  
12 service.

13 MS. HOWARD: The gas was on. I just haven't been  
14 using any.

15 JUDGE RILEY: So there's cooking gas heat. There  
16 was no heat used. Is the thermostat turned off?

17 MS. HOWARD: Yes, there's been nothing used.

18 Now on the second floor -- on the  
19 second floor maybe I have used a few therms, and  
20 that's the second part that we haven't even touched  
21 upon, maybe there's been a few therms used because  
22 of the hot water boiler that's in the basement, but

1 that's it.

2 JUDGE RILEY: You are contesting the readings on

3 two of these meters then?

4 MS. HOWARD: I'm telling you that on two meters

5 billing has been incorrect and I can prove that

6 right now.

7 JUDGE RILEY: I don't know what to do about the

8 shutoff service. I don't know how to get that

9 restored other than to pay as I said --

10 MS. HOWARD: Pay what I don't owe?

11 JUDGE RILEY: -- approximately one-third on that

12 bill.

13 You cannot make that claim. You can't

14 just blatantly make that claim and tell them they

15 owe you money, and you have to prove that, and

16 that's -- we are not at that stage yet. That's the

17 problem.

18 MR. REARDON: Can I -- do you mind if I ask her?

19 JUDGE RILEY: Certainly.

20 MR. REARDON: You said the building's been vacant

21 for approximately three years.

22 MS. HOWARD: No. I said the first floor

1 apartment.

2 MR. REARDON: I'm sorry, first floor apartment.

3 How long has the building been vacant where no one's

4 actually resided in the building?

5 MS. HOWARD: Well, the end of September is when I

6 started sleeping at night elsewhere.

7 MR. REARDON: September 5th or 6th?

8 JUDGE RILEY: Of this year.

9 MS. HOWARD: No, of last year.

10 MR. REARDON: September of '05?

11 MS. HOWARD: Yes.

12 MR. REARDON: So during the period say September

13 of '03 through April of '04, that building was

14 occupied --

15 MS. HOWARD: The building was occupied --

16 MR. REARDON: -- during that time period?

17 MS. HOWARD: -- yes.

18 MR. REARDON: So you are saying -- you said

19 September of '05?

20 MS. HOWARD: The end of September '05 is when I

21 stopped sleeping at that residence.

22 MR. REARDON: Building vacant as far as

1 occupancy, right?

2 MS. HOWARD: Okay.

3 MR. REARDON: Occupant I'll put down.

4 MS. HOWARD: No gas was used after that point,  
5 except for maybe the hot water heater in the  
6 basement.

7 MR. REARDON: What was the source of heat last  
8 winter -- last year during the heating season?

9 MS. HOWARD: As he just said, it really didn't  
10 get cold last year until like December.

11 MR. REARDON: December '05, I agree.

12 MS. HOWARD: So a couple of days I turned it on  
13 to like 57, 60, but that was it, and that was prior  
14 to February, right.

15 MR. REARDON: I understand that it was prior to  
16 that.

17 MS. HOWARD: Right. It was very, very little  
18 because it really -- last winter it didn't really  
19 get down that cold where I needed it, and that's  
20 just the truth.

21 MR. REARDON: Was there any thought behind why  
22 you didn't request a, let's say, reading much

1 earlier than February of this year when you knew  
2 that last year only -- at least -- at least let's  
3 just say from April '04 all the way through February  
4 '06, which is approximately two years, all the bills  
5 were estimates?

6 MS. HOWARD: I was fine with what I was paying  
7 until I knew I was out of the apartment and that  
8 they were charging me. When the bills started  
9 getting up, and I said, well, wait a minute. I'm  
10 paying a lot of -- lot of these bills and I'm not  
11 even here, so I need to call out and have a meter  
12 reading and I need them to change this meter, so I  
13 scheduled those two things so they could read it  
14 from the outside.

15 MR. REARDON: So from September of '05 up to the  
16 time we changed the meter in February '06, those  
17 estimates that you were getting --

18 MS. HOWARD: I was still paying.

19 MR. REARDON: -- you were paying towards those  
20 estimates?

21 MS. HOWARD: Right.

22 MR. REARDON: And you felt those estimates --

1 MS. HOWARD: Were wrong, because I wasn't there.

2 MR. REARDON: And I think the only reason -- this  
3 is just what I'm assuming was done, because the  
4 service person was out there to read the meter on  
5 the 13th, of course, seeing there was already an  
6 order in the system to be changed the following  
7 week, he probably just assumed -- he probably felt  
8 it was better to change the meter while he's there  
9 instead of having the service personnel come out a  
10 week later to do the same thing that he could very  
11 well do while he's there.

12 MS. HOWARD: That's why I let him do it. Had I  
13 had known all of this was to follow, I would have  
14 kept that old meter there; however, let me state  
15 this, and this may be totally irrelevant, but I'm  
16 going to say it anyway, that same guy that came out  
17 did read the meter. Every time he came in and out  
18 of my basement, he wanted to walk through and around  
19 in my basement and I would have to say, "Excuse me.  
20 Door's right here." I had to do that. I don't know  
21 why. He seem like he was maybe -- after awhile, I  
22 was wondering was he suspicious or something, but



1 every time he came out of my basement, I had to  
2 redirect him to where the door was. "The door's  
3 here. We're coming out this way," he wanted to walk  
4 this way. I would say "Excuse me. The door's  
5 here."

6 MR. REARDON: How many times did he come in and  
7 out? Did he say that --

8 MS. HOWARD: He was changing the meter, so he had  
9 to go back to the truck, see if he had it, go back,  
10 see if he had whatever. He was in and out the  
11 basement about four times each time, and the last  
12 time I said to him "How many times am I going to  
13 have to tell you the door is right here."

14 MR. REARDON: The only reason I'm asking that, I  
15 was kind of curious.

16 MS. HOWARD: I'm saying that sends up a flag for  
17 me. You know what I mean?

18 MR. REARDON: I could see the first trip just  
19 read the meter. That's one trip coming in. He sees  
20 there's going to be a meter change next week, let me  
21 change the meter. Now let me go out to my truck and  
22 get the meter put in. I could see him making two

1 trips, three trips, tops, whatever reason, I'm just  
2 curious.

3 MS. HOWARD: At one point maybe he needed some  
4 goose grease. I'm just trying to tell you I don't  
5 know what significance that is. I'm just telling  
6 you that this guy was really -- was really demanding  
7 that he take the meter with him right then.

8 MR. REARDON: Well, again, at this point the main  
9 thing, of course, is trying to figure out getting  
10 the gas service back on for the heat for the  
11 building during the time that this is being reviewed  
12 again. I think we have to look at some type of a  
13 payment on the account, reasonable amount, so we can  
14 work with you to get the gas back on while we're  
15 investigating so you don't have damage whether the  
16 temperature drops 32 or below freezing.

17 Within the last week I know the bill --  
18 estimated bill's been sent out and also the bill  
19 that's due to be paid unless a correction's made as  
20 far as cancel, rebill, or whatever, so I think  
21 between the time the last payment of May, there  
22 hasn't been any paid on the bill, and that's even

1 prior to that February date of when we came out and  
2 changed the meter.

3 MS. HOWARD: That's after the February date.

4 MR. REARDON: I'm sorry. It's after the February  
5 date.

6 MS. HOWARD: I paid those bills because I knew I  
7 was trying to just keep the service running and I  
8 thought that the problems would be remediated by the  
9 time I made several calls, and unable to talk to  
10 supervisors, and so on, and so forth. I guess I'm  
11 digging my heels in and said I'm going to fight  
12 this. I'm not going to keep spending money on an  
13 account that's not being used.

14 MR. GOLDSTEIN: Ms. Howard, you are not will to  
15 put any money --

16 MS. HOWARD: Sir, I don't have \$800.

17 MR. GOLDSTEIN: What do you have that you can so  
18 we can restore your service?

19 JUDGE RILEY: Let me ask this. And what you are  
20 saying you are unable to make a substantial payment  
21 on the account?

22 MS. HOWARD: I don't have the money.

1 JUDGE RILEY: In your experience, if you know,  
2 when would the pipes start showing damage? What  
3 would be --

4 MR. REARDON: ^ 3 ^ Three hypothetically I would  
5 think the temperature would have to be below  
6 freezing below an extended period of time.

7 JUDGE RILEY: That's below 32 degrees?

8 MR. REARDON: Sometimes a suggestion is made to  
9 the people to have heat in the building one way to  
10 prevent pipes from freezing if you have a water  
11 faucet, whether in the basement or in the apartment,  
12 gradually drip so you have constant flow from the  
13 pipes so the water doesn't freeze in those pipes.

14 JUDGE RILEY: Would a space heater help?

15 MR. REARDON: Space heater may help. I don't  
16 know how often it's going to run.

17 JUDGE RILEY: It wouldn't help the pipes?

18 MR. REARDON: The then main concern with your  
19 water heater in the basement area where your water  
20 heater is concern is the heat for the first and  
21 second floor.

22 MS. HOWARD: The second floor has been off for

1 quite awhile. Water heater has been off for a year.

2 No one's used it.

3 JUDGE RILEY: In other words, it has water in it?

4 MS. HOWARD: It may have water in it.

5 MR. REARDON: But it may have benefitted from the  
6 heat in the building.

7 MS. HOWARD: Yes, because the building has been  
8 -- I haven't allowed the building to --

9 MR. GOLDSTEIN: She's got to pay something,  
10 Judge.

11 JUDGE RILEY: I understand that. That's really  
12 beyond the realm of what we are doing here. That  
13 service has already been shut off and I -- I know  
14 the Commission can simply issue an edit telling them  
15 to restore the service without some kind of payment.  
16 That would be something you to have work with  
17 Peoples Gas about.

18 MS. HOWARD: I'm asking in good faith if they  
19 think -- I'm hoping the truth will prevail. In good  
20 faith, they turn it back on, I can't hide the  
21 building when we got resolution. I have to live  
22 with it one way or another. I'm just hoping if at

1 -- if they could do it if at all possible.

2 MR. REARDON: What about \$400? I'm trying to get  
3 the gas back on in the building so if it does get  
4 below the freezing so you have some source of heat  
5 for the pipes. What about \$400? We are looking at  
6 \$400 being less than a third of the bill, something  
7 as a good faith payment towards you as well we show  
8 good faith in getting the gas back on while they're  
9 stilling work out the building dispute entirety.

10 MS. HOWARD: I don't want to come across as  
11 unreasonable. Four hundred dollars is still a  
12 stretch for me right now this time of year. I'm  
13 being honest. I can't hide the property. I'm going  
14 to have to live with whatever we come to at the end  
15 of these proceedings.

16 I'm just hoping -- I mean, Peoples Gas  
17 got more money than me. You know, whatever we come  
18 to at the end of these proceedings, I have to live  
19 with now and I'm just asking if, in good faith -- I  
20 mean, I've been over there for over ten years now --  
21 in good faith I could just get the gas back on, when  
22 we come to the resolution that's what it is, I'll

1 pay whatever we got to pay or you pay me what you  
2 owe me and we can move forward is what I'm hoping.  
3 That's what I'm asking.

4 MR. GOLDSTEIN: Could we just set another date  
5 for hearing?

6 JUDGE RILEY: You were talking -- I thought there  
7 was going to be an investigation.

8 MR. GOLDSTEIN: Yes, there is going to be an  
9 investigation irrespective of what the date is.

10 JUDGE RILEY: Is it possible you set a date for  
11 hearing?

12 MR. GOLDSTEIN: Yes, evidentiary hearing.

13 JUDGE RILEY: Would that be subject to change if  
14 the investigation were to bear out the complainant's  
15 claims?

16 MR. GOLDSTEIN: Well, absolutely.

17 JUDGE RILEY: Then you said approximately 45 days  
18 you are going to need for that?

19 MR. GOLDSTEIN: I would think so, Judge.

20 JUDGE RILEY: That takes us to about the 3rd of  
21 February.

22 MR. GOLDSTEIN: You would be back by then?

1 JUDGE RILEY: Yes. What I was going to suggest  
2 Monday, the 5th of February.

3 MR. GOLDSTEIN: Do you have anything before then,  
4 Judge?

5 MR. GOLDSTEIN: Other than the 30th --

6 JUDGE RILEY: I'm tied up the 30th myself.

7 MR. GOLDSTEIN: The 1st?

8 JUDGE RILEY: February 1st I have got a matter up  
9 at 11 a.m.

10 MR. GOLDSTEIN: You want to set it in the  
11 afternoon? I don't think it will take more than --

12 JUDGE RILEY: Would that be acceptable to you?

13 MS. HOWARD: I just have to make whatever you all  
14 decide -- I'll make that priority.

15 JUDGE RILEY: 1:30?

16 MR. GOLDSTEIN: Fine.

17 MS. HOWARD: February 1st?

18 JUDGE RILEY: February 1st at 1:30.

19 MS. HOWARD: That's a Thursday?

20 JUDGE RILEY: Right.

21 MS. HOWARD: Same place?

22 JUDGE RILEY: Yes, be at our offices here, most



1 likely a different conference room, but it will be  
2 the same address.

3 MS. HOWARD: So on February 1st at 1:30 we'll  
4 have what?

5 JUDGE RILEY: It will be an evidentiary hearing,  
6 bring any documents or witnesses with you that would  
7 tend to support your case. It will be your burden  
8 to proceed first to produce the evidence and say  
9 this is my claim, this is what I have in support of  
10 it. I'll help guide you through any testimony you  
11 want to give.

12 MS. HOWARD: Also, on my second floor account we  
13 never really touched on that. My second floor  
14 account when they read the meter reading they found  
15 that meter reading -- they gave me a credit for what  
16 they owed me on that account, not the -- not the  
17 building account, but on the second floor account  
18 they have somehow taken away what they owed me.

19 JUDGE RILEY: So you said they withdrew credit?

20 MS. HOWARD: They withdraw the credit of what  
21 they owed me and have somehow owing them. They have  
22 even taken away the money.

1 JUDGE RILEY: Has that service been shut off?

2 MS. HOWARD: I don't know. I would have to

3 check.

4 MR. GOLDSTEIN: I don't have another --

5 MR. REARDON: No, the second floor meter we

6 showed as active.

7 JUDGE RILEY: This is the building meter?

8 MR. REARDON: The second floor non-heating, hot

9 water second floor.

10 MR. GOLDSTEIN: We'll prepare to go forward with

11 both meters involved, the building meter and second

12 floor.

13 MS. HOWARD: So they have taken away the credit

14 that they owe me and taken away the settlement

15 amount and my security deposit on those accounts,

16 and I had them come back out and do another meter

17 reading. When the guy came bought back out to do

18 the other meter reading, I guess that meter reading

19 having considerably lower than they had estimated

20 and the guy -- they refused to put that into their

21 system until I called in and complained. They then

22 put their meter reading in. They didn't accept it

1 right then. After that point, they sent another  
2 bill. It's still wrong.

3 JUDGE RILEY: These are -- we'll treat these as  
4 separate issues. When I come back on February 1st,  
5 we'll deal with the building meter first and the  
6 evidence, then we'll deal with the second floor  
7 meter.

8 MS. HOWARD: Part of how they deal with my second  
9 floor meter --

10 JUDGE RILEY: Again, I'm sorry about the shutoff  
11 and the restoration, that's beyond the scope of  
12 this.

13 MS. HOWARD: So there's nothing I can do to get  
14 gas back up besides come up with 400 bucks.

15 JUDGE RILEY: Short of payment of some kind.

16 MS. HOWARD: Mr. Reardon.

17 MR. REARDON: Again, I guess at this point I  
18 would like to have at least a \$400 payment on this  
19 account as a good faith payment. I'm willing to go  
20 in to double check the index that the new meter was  
21 set at in this building from February forward on the  
22 new meter. If we incorrectly billed you on that new

1 meter, I will make those adjustments for you.

2 Again, that's just usage on the new meter going

3 forward. That's 377 feet of gas, let's say roughly

4 a dollar amount \$377 if we use a dollar therm price,

5 but so if it could reduce that bill by that much

6 based on that, I mean, I'll check on that for you

7 when I get back to the office, give you a call

8 within a day or so, and let you know about that.

9 I'm sorry. Can I -- I have got a number

10 312-391-3994 --

11 MS. HOWARD: Yes, that's the number.

12 MR. REARDON: -- reach you at that number? I'll

13 check on that, get back with you on that as far as

14 the new usage going forward.

15 MS. HOWARD: Can I have a number as far as when

16 the \$400 payment is made?

17 MR. REARDON: 312-407-352 (sic).

18 MS. HOWARD: That's Jack?

19 MR. REARDON: Jack Reardon, John Reardon.

20 MS. HOWARD: Which one? Jack or John?

21 MR. REARDON: Jack is fine.

22 JUDGE RILEY: Okay. Anything else?

1 MR. GOLDSTEIN: Thank you, Judge.

2 JUDGE RILEY: Then we'll be recessed until  
3 February 1st at 1:30 p.m.

4 MS. HOWARD: Thank you.

5 (Whereupon, the above  
6 matter was adjourned, to  
7 be continued at  
8 February 1, 2006 at  
9 1:30 o'clock p.m.)

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